

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM410485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OpinionLab, Inc.		12/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3014484	[-] [-] + [+] [+]	
Registration Number:	5039072	[+] [+] + [-] [-]	
Registration Number:	5039089	[+]	
Registration Number:	3665615	[+]	
Registration Number:	3861361	[+]ADMONITOR	
Registration Number:	3838486	ARE YOU LISTENING?	
Registration Number:	3897343	DIALOGCENTRAL	
Serial Number:	86760017	ENGAGEMENT POST	
Registration Number:	3108698	ONLINEOPINION	
Registration Number:	3873884	ONLINEOPINION VOLUMETRICS	
Registration Number:	4901886	OPINIONLAB	
Registration Number:	2636259	OPINIONLAB	
Registration Number:	2648212	O-TREND	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		

OP \$340.00 3014484

Correspondent Name:	Joanna McCall
Address Line 1:	1025 Vermont Ave NW, Suite 1130
Address Line 2:	National Corporate Research, LTD
Address Line 4:	Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F167502
--------------------------------	---------

NAME OF SUBMITTER:	Rick Harrison
---------------------------	---------------

SIGNATURE:	/Rick Harrison/
-------------------	-----------------

DATE SIGNED:	12/29/2016
---------------------	------------

Total Attachments: 7

source=#89216808v1 - (Trademark sent for filing 12-29-16)#page2.tif
source=#89216808v1 - (Trademark sent for filing 12-29-16)#page3.tif
source=#89216808v1 - (Trademark sent for filing 12-29-16)#page4.tif
source=#89216808v1 - (Trademark sent for filing 12-29-16)#page5.tif
source=#89216808v1 - (Trademark sent for filing 12-29-16)#page6.tif
source=#89216808v1 - (Trademark sent for filing 12-29-16)#page7.tif
source=#89216808v1 - (Trademark sent for filing 12-29-16)#page8.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 28, 2016 is made by OpinionLab, Inc., a Delaware corporation (the "Grantor"), in favor of Credit Suisse AG, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the Amended and Restated Credit Agreement, dated as of March 6, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Verint Systems Inc. and certain of its subsidiaries (the "Borrowers"), the Lenders, the Agent and the other Persons from time to time party thereto.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor and certain other subsidiaries of Verint Systems Inc. have executed and delivered a Guarantee and Collateral Agreement, dated as of April 29, 2011 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, the Grantor has executed and delivered a Guarantee and Collateral Agreement Supplement, dated as of the date hereof (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement Supplement") pursuant to which the Grantor became a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement Supplement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademarks (as listed in Schedule 1); and

WHEREAS, in connection with the Credit Agreement, the Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement Supplement, the Grantor is required to execute and deliver this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's rights, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule 1 hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement Supplement and is expressly subject to the terms and conditions thereof. Each of the Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement Supplement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

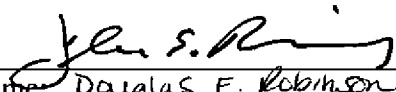
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW OR OTHERWISE ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

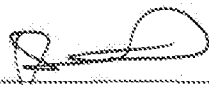
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

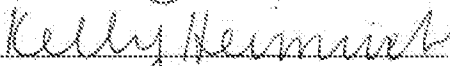
OPINIONLAB, INC.,
as Grantor

By: 
Name: Douglas E. Robinson
Title: Treasurer

[Signature Page to Grant of Security Interest in Trademarks: OpinionLab, Inc.]

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH
as Collateral Agent for the Lenders

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Kelly Heimrich
Title: Authorized Signatory

SCHEDULE 1

U.S. Trademark Registrations

Mark	Owner	Jurisdiction	Application No. / Filing Date	Registration No. / Registration Date	Expiration Date	Int'l Classes	Status
[-] [+] [-]	OpinionLab, Inc.	United States of America	76563829 November 17, 2003	3014484 November 15, 2005	11/15/2025	42	Renewed
{ + } { + } { - } { - }	OpinionLab, Inc.	United States of America	86700243 July 21, 2015	5039072 September 13, 2016	9/13/2022	35, 42	Registered
[+]	OpinionLab, Inc.	United States of America	86703153 July 23, 2015	5039089 September 13, 2016	9/13/2022	9, 35, 42	Registered
[+]	OpinionLab, Inc.	United States of America	77416575 March 7, 2008	3665615 August 11, 2009	8/11/2019	42	Registered
[+]ADMONT OR	OpinionLab, Inc.	United States of America	77490645 June 4, 2008	3861361 October 12, 2010	4/12/2017	35, 42	Registered

Mark	Owner	Jurisdiction	Application No. / Filing Date	Registration No. / Registration Date	Expiration Date	Int'l Classes	Status
ARE YOU LISTENING?	OpinionLab, Inc.	United States of America	77575893 September 22, 2008	3838486 August 24, 2010	8/24/2020	35, 42	Registered
DIALOGCENTRAL	OpinionLab, Inc.	United States of America	85038071 May 13, 2010	3897343 December 28, 2010	12/28/2016	9	Registered
ENGAGEMENT POST	OpinionLab, Inc.	United States of America	86760017 September 17, 2015		4/19/2017	35	Allowed
ONLINEOPINION	OpinionLab, Inc.	United States of America	78452946 July 19, 2004	3108698 June 27, 2006	12/27/2016	42	Registered
ONLINEOPINION VOLUMETRICS	OpinionLab, Inc.	United States of America	77516281 July 7, 2008	3873884 November 9, 2010	11/9/2016	42	Registered
OPINIONLAB	OpinionLab, Inc.	United States of America	86697102 July 17, 2015	4901886 February 16, 2016	2/16/2022	9, 35, 42	Registered
OPINIONLAB	OpinionLab, Inc.	United States of America	75933648 March 3, 2000	2636259 October 15, 2002	10/15/2022	9, 35, 42	Renewed

Mark	Owner	Jurisdiction	Application No. / Filing Date	Registration No. / Registration Date	Expiration Date	Int'l Classes	Status
O-TREND	OpinionLab, Inc.	United States of America	76142523 October 5, 2000	2648212 November 12, 2002	11/12/2022	16, 35, 42	Renewed

#88169002v2
NAI-1502274470v2